



# Anti-Spam Policy

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This Anti-Spam Policy forms part of the [NETQ Conditions for use](#). Use of the NETQ Service(s) and Applications is subject to this policy and NETQ monitors compliance with the policy.

Unsolicited email messages with a commercial, charitable or noncommercial aim sent to natural persons or companies are spam. It is not permitted to send spam without the recipient's prior permission.

When an email message is used to invite people to take part in a survey, this is not for commercial purposes but purely for research and information gathering. Such email messages are not spam. If an attempt is made to sell a product or service under the pretext of market research, this exception does not apply. Nor does this exception apply if a reward or the possibility of a reward is given for replying to a survey.

An email address may only be used to canvass customers or send information (use for commercial, charitable or noncommercial purposes) if the recipient has given prior permission. There are two exceptions to this main rule:

- 1) If the email address was obtained in connection with a sale, then use of the email address is permitted for offering one's own similar products or services, provided the recipient was made aware of the right to object to the use of the email address when the information was gathered.
- 2) An email address may be approached for commercial purposes if that email address was specifically made known by the recipient for this purpose, e.g. 'offers@company.com'.

If you send email messages to recipients located outside the EU, you must familiarize yourself with the applicable laws regarding spam and, if required, ensure that you act in accordance with these laws. You are at all times obliged to act in accordance with NETQ's Anti-Spam Policy.

- 1.1 Users must comply with NETQ's Anti-Spam Policy when using the NETQ Service(s) and Applications. Users bear full responsibility for the email messages sent by them. A User is not permitted to use the NETQ Service(s) and Applications for drafting and/or sending 'spam' or 'phishing emails' or for sending other messages which, in NETQ's exclusive opinion, are evidently unsolicited.
- 1.2 A User guarantees that, if required, there is a business or contractual basis by reason of which he/it has the right to send messages to the respondents selected by him/it. The User guarantees that the manner in which he/it uses or with his/its use of the NETQ Service(s) and Applications does not and will not breach any applicable legislation concerning the unsolicited sending of messages.
- 1.3 NETQ has the right to request that a User prove that the respondents selected by him/it have consented to receiving the User's messages or that there is a business relationship between the User and the respondent which permits the sending of messages.
- 1.4 Messages sent via the NETQ Services and Applications must contain a clear link which the recipient can use to indicate that he no longer wishes to receive the User's messages in future. This link must be clearly visible, which will be exclusively assessed by NETQ.
- 1.5 A User must ensure that the email and/or address file used by him/it is kept up to date and updated following cancellations as referred to in Article 1.4.
- 1.6 If NETQ is of the opinion that a User fails to comply with the Anti-Spam Policy, NETQ has the right (i) to warn the User concerned or (ii) to deny the User access to the NETQ Service(s) and Applications temporarily or (iii) to terminate access to the NETQ Service(s) and Applications permanently. In the event of temporary denial of access or in the event of permanent termination of the User's NETQ Account, the User will not be entitled to any refund or compensation whatsoever.
- 1.7 If, in NETQ's exclusive opinion, a User is guilty of any form of spamming whatsoever, NETQ will hand over all of the information and personal details of this User and the messages sent by him/it to the competent authorities.



- 1.8 A User will be liable for any direct or consequential damage or loss suffered by NETQ, its providers and other users of the NETQ system as a result of acts in violation of this Anti-Spam Policy.